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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Genmar IP LLC

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State
☒ Other Limited Liability Company

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: September 26, 2002

2. Name and address of receiving party(ies)

Name: Topaz Boats, L.L.C.

Internal

Address: _____

Street Address: 1116 Stone Harbor BoulevardCity: Stone Harbor State: NJ Zip: 08247

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☐ Corporation-State _____

☒ Other Limited Liability CompanyIf assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? ☐ Yes ☐ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,021,025

Additional number(s) attached ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Thomas Russell

Internal Address: _____

Street Address: 1116 Stone Harbor BoulevardCity: Stone Harbor State: NJ Zip: 082476. Total number of applications and registrations involved: 17. Total fee (37 CFR 3.41).....\$ 40

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*Thomas Russell

Name of Person Signing

Signature

9/27/02

Date

Total number of pages including cover sheet, attachments, and document: 4Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

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TRADEMARK
REEL: 002590 FRAME: 0275

TRADEMARK ASSIGNMENT AND AGREEMENT

WHEREAS, Genmar IP LLC (hereinafter "Assignor"), a Delaware limited liability company having a principal place of business at 80 South Eighth Street, 2900 IDS Center, Minneapolis, Minnesota 55402, is the owner of the "TOPAZ" trademark (the "Mark") for boats and the corresponding United States trademark Registration No. 1,021,025 registered September 23, 1975;

WHEREAS, Topaz Boats, LLC, a New Jersey limited liability corporation having a place of business at 1116 Stone Harbor Blvd., Stone Harbor, New Jersey 08247 (hereinafter "Assignee"), is desirous of acquiring all of Assignor's right, title and interest in and to said Mark and registration;


WHEREAS, said Mark is currently the subject of a License Agreement dated January 26, 1999 between Assignor and the "Licensee" (attached hereto), Canyon Classics Offshore Yachts, Inc., and the parties desire that such License Agreement also be assigned to Assignee upon this Assignment being executed;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, said Assignor has sold, assigned and transferred, and by these presents does hereby sell, assign and transfer unto said Assignee, its successors or assigns, its entire right, title and interest in the United States in and to said License Agreement and Mark and registration, including, but not limited to, the right to sue infringements, together with the goodwill and other incidents of its business associated with or symbolized by said Mark. Also, for their mutual benefit, the parties hereto agree that said License Agreement shall now be transferred and be between Assignee and Licensee, effective with the execution of this Trademark Assignment. The parties hereto shall cooperate and take such action and execute and deliver such documents which may be reasonably required by the other party in order to effectuate the purpose and provisions of this Trademark Assignment including,

without limitation, the filing of this Trademark Assignment with the United States Patent and Trademark Office.

IN WITNESS WHEREOF, the parties agree to the foregoing and have executed this
Trademark Assignment and Agreement as indicated below.

GENMAR IP LLC

By: 

Date: 9/26/02

Title: VP

TOPAZ BOATS, LLC

By: 

Date: 9/27/02

Title: Pres.